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|---------------------------------|---|-------------------------------|--------------------------------|
| <i>SERFF Tracking Number:</i> | <i>WELL-126424666</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Centurion Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>44379</i> |
| <i>Company Tracking Number:</i> | <i>AR-09-CLI-213</i> | | |
| <i>TOI:</i> | <i>A02I Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i> | <i>A02I.003 Single Premium</i> |
| <i>Product Name:</i> | <i>Single Premium Deferred Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>Form Filing/AR-09-CLI-213</i> | | |

Filing at a Glance

| | | |
|---|--------------------------------------|-------------------------------------|
| Company: Centurion Life Insurance Company | | |
| Product Name: Single Premium Deferred Annuity | SERFF Tr Num: WELL-126424666 | State: Arkansas |
| TOI: A02I Individual Annuities- Deferred Non-Variable | SERFF Status: Closed-Approved-Closed | State Tr Num: 44379 |
| Sub-TOI: A02I.003 Single Premium | Co Tr Num: AR-09-CLI-213 | State Status: Approved-Closed |
| Filing Type: Form | Author: Mike Gooding | Reviewer(s): Linda Bird |
| | Date Submitted: 12/18/2009 | Disposition Date: 12/22/2009 |
| | | Disposition Status: Approved-Closed |
| Implementation Date Requested: On Approval | | Implementation Date: |
| State Filing Description: | | |

General Information

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|--|--|
| Project Name: Form Filing | Status of Filing in Domicile: Pending |
| Project Number: AR-09-CLI-213 | Date Approved in Domicile: |
| Requested Filing Mode: Review & Approval | Domicile Status Comments: Submitted to Iowa, state of domicile, on 12/14/2009. |
| Explanation for Combination/Other: | Market Type: Individual |
| Submission Type: New Submission | Group Market Size: |
| Overall Rate Impact: | Group Market Type: |
| Filing Status Changed: 12/22/2009 | Explanation for Other Group Market Type: |
| | State Status Changed: 12/22/2009 |
| Deemer Date: | Created By: Mike Gooding |
| Submitted By: Mike Gooding | Corresponding Filing Tracking Number: |
| Filing Description: | |
| Form - Traditional/Roth Individual Retirement Annuity Endorsement (1371 10/09) | |

Enclosed for your consideration is our Traditional/Roth Individual Retirement Annuity Endorsement (1371 10/09). Upon approval this form will replace Traditional/Roth Individual Retirement Annuity Endorsement END005 06/2008, which was previously approved by your department on 7/1/2008, SERFF state tracking number 39471.

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| | <i>Variable</i> | | |
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This Endorsement has been updated pursuant to IRS regulations. Because language in the endorsement is consistent with prescribed language published by the Internal Revenue Service, state readability requirements and form language checklists do not apply.

This IRA endorsement will be used with any approved annuity products. Current approved annuity products are:

- SP004 0909, Approved 12/7/2009, SERFF State Tracking Number 43907
- SP003 08-2006, Approved 9/27/2006, SERFF Filing Number USPH-6TNT70770
- SP001 10-2004, Approved 7/5/2005, SERFF Filing Number USPH-6CYQ9U686
- CERT SP003 08-2006, Approved 6/26/2007, SERFF Tracking Number 36162
- CERT SP001 01-2006, Approved 5/2/2006, SERFF Filing Number USPH-6P3RA3872

This form is in final printed format subject only to changes in font style, margins, page numbers, ink and paper stock. Printing standards will not be lower than those required under your law. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Company and Contact

Filing Contact Information

| | |
|-------------------------------------|-------------------------------|
| Mike Gooding, Compliance Consultant | michaelgooding@wellsfargo.com |
| MAC: F4030-050 | 515-557-6218 [Phone] |
| 800 Walnut Street | 877-282-7675 [FAX] |
| Des Moines, IA 50309-3605 | |

Filing Company Information

| | | |
|----------------------------------|-------------------------|-------------------------|
| Centurion Life Insurance Company | CoCode: 62383 | State of Domicile: Iowa |
| 800 Walnut Street | Group Code: 471 | Company Type: |
| 5th Floor; MAC: F4030-050 | Group Name: | State ID Number: |
| Des Moines, IA 50309-3605 | FEIN Number: 42-0813782 | |
| (515) 557-7218 ext. [Phone] | | |

Filing Fees

| | |
|------------------|---------------------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | Yes |
| Fee Explanation: | \$50 for each form. |

SERFF Tracking Number: WELL-126424666 *State:* Arkansas
Filing Company: Centurion Life Insurance Company *State Tracking Number:* 44379
Company Tracking Number: AR-09-CLI-213
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.003 Single Premium
Variable
Product Name: Single Premium Deferred Annuity
Project Name/Number: Form Filing/AR-09-CLI-213
Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|----------------------------------|---------|----------------|---------------|
| Centurion Life Insurance Company | \$50.00 | 12/18/2009 | 32901240 |

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| <i>Product Name:</i> | <i>Single Premium Deferred Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>Form Filing/AR-09-CLI-213</i> | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|-------------------|-------------------|-----------------------|
| Approved-Closed | Linda Bird | 12/22/2009 | 12/22/2009 |

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| <i>Project Name/Number:</i> | <i>Form Filing/AR-09-CLI-213</i> | | |

Disposition

Disposition Date: 12/22/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| <i>Product Name:</i> | <i>Single Premium Deferred Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>Form Filing/AR-09-CLI-213</i> | | |

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|----------------------------|--|-----------------------------|----------------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Form | Traditional / Roth Individual Retirement Annuity Endorsement | | Yes |

SERFF Tracking Number: WELL-126424666 State: Arkansas

Filing Company: Centurion Life Insurance Company State Tracking Number: 44379

Company Tracking Number: AR-09-CLI-213

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: Form Filing/AR-09-CLI-213

Form Schedule

Lead Form Number: 1371 10/09

| Schedule Item Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|--|---------|----------------------|-------------|----------------------------------|
| | 1371 10/09 | Policy/Cont Traditional / Roth ract/Fratern Individual Retirement al Annuity Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 23.800 | 1371- IRA Endorsement. pdf |

TRADITIONAL/ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

Centurion

Centurion Life Insurance Company
800 Walnut Street • Des Moines, IA 50309

ARTICLE I

- 1.01 *Purpose of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a Traditional individual retirement annuity (IRA) under Code section 408(b) or a Roth IRA under Code sections 408A and 408(b), as indicated on the Application, to provide for the IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the IRA Owner and his or her Beneficiary(ies). If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply. In no event will this Endorsement operate as both a Traditional IRA and a Roth IRA.
- 1.02 *Ownership Provisions:* The IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the IRA Owner through which the IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Compensation:* For purposes of sections 3.01 and 4.01 of this Endorsement, Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, Compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses). Compensation for a self-employed individual includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction the self employed IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code section 401(c)(2) shall be applied as if the term trade or business for purposes of Code section 1402 included service described in Code section 1402(c)(6). Compensation shall include any amount includible in the IRA Owner's gross income under Code section 71 with respect to a divorce or separation instrument. In the case of a married individual filing a joint return, the greater Compensation of his or her spouse is treated as his or her own Compensation, but only to the extent that such spouse's Compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.
- Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred Compensation.
- 2.05 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.06 *Conversion Premium:* Means a contribution described in Code section 408A(e) from a Traditional or SIMPLE IRA to a Roth IRA.
- 2.07 *Designated Beneficiary:* Means the Beneficiary named as of the date of the IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the IRA Owner's death.
- 2.08 *Endorsement:* Means this IRA Endorsement, including the Application, that was completed and signed to establish this IRA.
- 2.09 *IRA:* Means either a Traditional IRA or Roth IRA unless otherwise indicated.
- 2.10 *IRA Owner:* Means the individual who participates in this IRA, thereby owning the Contract.
- 2.11 *Issuer:* Means _____
- 2.12 *Premium:* Means any payments made to the IRA.
- 2.13 *Roth IRA:* Means an individual retirement annuity as defined in Code sections 408A and 408(b).
- 2.14 *Regulations:* Means the Treasury regulations.
- 2.15 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code sections 408(b) and 408(p).

- 2.16 *Traditional IRA:* Means an individual retirement annuity as defined in Code section 408(b).

ARTICLE III – PROVISIONS GOVERNING TRADITIONAL IRAS

This Article III shall only apply if this IRA has been designated by the IRA Owner on the Application as a Traditional IRA.

3.01 Premium Payments

- A. **Maximum Permissible Premiums.** The Issuer may accept Premiums on behalf of the IRA Owner for a tax year of the IRA Owner. Except in the case of a rollover Premium (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Premium made in accordance with the terms of a Simplified Employee Pension (SEP) plan as described in Code section 408(k), no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's Compensation, or \$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Premium limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Traditional and Roth IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's Traditional IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Roth IRAs for the taxable year.

- B. **Catch-Up Premiums.** In the case of an IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium is increased by \$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.
- C. **Qualified Reservist Repayments.** A Traditional IRA Owner may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- D. **Employees of Certain Bankrupt Employers.** A Traditional IRA Owner who was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. A Traditional IRA Owner who makes Premiums under this section may not also make catch-up Premiums.
- E. **SIMPLE IRA.** No Premiums will be accepted under a SIMPLE IRA plan established by an employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, a SIMPLE IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan

3.02 Distribution Requirements

- A. **IRA Owner Distributions.** Notwithstanding any provision of this Traditional IRA to the contrary, the distribution of the IRA Owner's interest in the Traditional IRA shall be made in accordance with the requirements of Code section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Traditional IRA (as determined under Article 3.02(A)(4)) must satisfy the requirements of Code section 408(a)(6) and the Regulations thereunder, rather than paragraphs (1), (2) and (3) of this Article 3.02.

1. The entire interest of the IRA Owner for whose benefit the Traditional IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such IRA Owner attains age 70½ (the "required beginning date") over
 - a. the IRA Owner's life or the lives of such IRA Owner and his or her Designated Beneficiary(ies), or
 - b. a period certain not extending beyond the IRA Owner's life expectancy or the joint and last survivor expectancy of such IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and 4 of Regulations section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6.

2. The distribution periods described in paragraph (1) of this article cannot exceed the periods specified in Regulations section 1.401(a)(9)-6.
3. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
4. The value of the Traditional IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.
5. If the IRA Owner fails to elect a method of distribution by his or her required beginning date the Issuer shall have complete and sole discretion to do any one of the following:
 - make no distribution until the IRA Owner provides a proper withdrawal request;
 - distribute the IRA Owner's entire interest in a single sum payment;
 - distribute the IRA Owner's entire interest over a period certain not extending beyond the IRA Owner's life expectancy or the life expectancy of the IRA Owner and his or her Beneficiary; or
 - annuitize the Traditional IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the IRA Owner's failure to take a required minimum distribution.

B. Beneficiary Rights. If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

1. Death on or after Required Beginning Date. If the IRA Owner dies on or after the required beginning date for distributions, the remaining portion of such IRA Owner's interest will continue to be distributed under the contract option chosen.
2. Death before Required Beginning Date. If the IRA Owner dies before required distributions commence, such IRA Owner's entire interest will be distributed at least as rapidly as follows.
 - a. If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the IRA Owner's death, or, if elected, in accordance with paragraph 3.02(B)(2)(c) of this Endorsement.
 - b. If the IRA Owner's sole Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - c. If there is no Designated Beneficiary, or, if applicable by operation of paragraph 3.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 4.02(B)(2) of this Endorsement).
 - d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph 3.02(B)(2)(a) or (b) of this Endorsement and reduced by one for each subsequent year.

3. The value of the Traditional IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.
4. For purposes of paragraphs 3.02(B)(1) and (2) of this Endorsement, required distributions are considered to commence on the IRA Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 3.02(B)(2)(b) of this Endorsement. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.
5. If the Designated Beneficiary is the IRA Owner's surviving spouse, the spouse may elect to treat the Traditional IRA as his or her own Traditional IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Traditional IRA, makes a Premium to the Traditional IRA or fails to take required distributions as a Beneficiary.
6. If the Beneficiary payment election described in Section 3.02(B) is not made by December 31 of the year following the year the IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
 - make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire Traditional IRA to the Beneficiary(ies) in a single sum payment;
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraphs 3.02(B)(1) or (2) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE IV – PROVISIONS GOVERNING ROTH IRAS

This Article IV shall apply if this IRA has been designated by the IRA Owner on the Application as a Roth IRA.

4.01 Premium Limits

- A. Maximum Permissible Amount.** Except in the case of a rollover Premium described in Code section 408A(e), a recharacterized Premium described in Code section 408A(d)(6), or a Conversion Premium, no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's Compensation, or: \$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Premium limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Roth and Traditional IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Traditional IRAs for the taxable year.

Premiums may be further limited if the IRA Owner's modified adjusted gross income (MAGI) exceeds the limits described in paragraph 4.01(C) of this Endorsement.

Qualified rollover Premium means a rollover Premium of a distribution from an IRA that meets the requirements of Code section 408(d)(3), except the one-rollover-per-year rule of Code section 408(d)(3)(B) does not apply if the rollover Premium is from an IRA other than a Roth IRA. For taxable years beginning after 2005, a qualified rollover Premium includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover Premium also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B).

- B. Catch-Up Premiums.** In the case of a IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium is increased by \$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.
- C. Qualified Reservist Repayments.** Notwithstanding the dollar limits on Premiums, a Roth IRA Owner may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- D. Employees of Certain Bankrupt Employers.** A Roth IRA Owner who was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. A

Roth IRA Owner who makes Premiums under this section may not also make catch-up Premiums.

- E. Regular Premium Limit.** If a IRA Owner's MAGI falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

| Filing Status | Full Premium | Phase-Out Range MAGI | No Premium |
|--------------------------------------|-------------------|---------------------------------|-------------------|
| Single or Head of Household | \$95,000 or less | Between \$95,000 and \$110,000 | \$110,000 or more |
| Joint Return or Qualifying Widow(er) | \$150,000 or less | Between \$150,000 and \$160,000 | \$160,000 or more |
| Married – Separate Return | \$0 | Between \$0 and \$10,000 | \$10,000 or more |

If the IRA Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the modified adjusted gross income limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- F. Qualified Rollover (Conversion) Premium Limit.** A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan,

- the IRA Owner is married and files a separate return,
- the IRA Owner is not married and has MAGI in excess of \$100,000 or
- the IRA Owner is married and together the IRA Owner and the IRA Owner's spouse have MAGI in excess of \$100,000.

For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

For taxable years beginning after 2009, the MAGI and filing limits in this section do not apply to qualified rollover Premiums.

- G. Recharacterization.** A regular Premium to a Traditional IRA may be recharacterized pursuant to the rules in Regulations section 1.408A-5 as a regular Premium to this Roth IRA, subject to the limits in paragraph 4.01(E) of this Endorsement.

- H. Modified Adjusted Gross Income.** For purposes of paragraphs 4.01(E) and (F) of this Endorsement, an IRA Owner's MAGI for a taxable year is defined in Code section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a conversion).

- I. SIMPLE IRA.** No Premiums will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

4.02 Distribution Requirements

- A. IRA Owner Distributions.** No amount is required to be distributed from the Contract prior to the death of the IRA Owner for whose benefit the contract was originally established.

- B. Beneficiary Rights.** If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

- Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the IRA Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code section 408(b)(3), as modified by Code section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under paragraph 4.02(B) of this Endorsement) must satisfy the requirements of Code section 408(a)(6), as modified by Code section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in paragraphs 4.02(B)(2), (3), (4) and (5) of this Endorsement.

- Upon the death of the IRA Owner, his or her entire interest will be distributed at least as rapidly as follows:

- If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the IRA Owner's death, or, if elected, in accordance with paragraph 4.02(B)(2)(c) of this Endorsement.

- If the IRA Owner's Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 4.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 4.02(B)(2)(c) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

- If there is no Designated Beneficiary, or if applicable by operation of paragraph 4.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 4.02(B)(2)(b) of this Endorsement).

- Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph 4.02(B)(2)(a) or (b) of this Endorsement, and reduced by one for each subsequent year.

- The value of the Roth IRA for purposes of this Article is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

- For purposes of paragraph 4.02(B)(2)(b) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.

- If the Designated Beneficiary is the IRA Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Premium to the Roth IRA or fails to take required distributions as a Beneficiary.

- If the Beneficiary payment election described above is not made by December 31 of the year following the year the IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:

- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
- distribute the entire Roth IRA to the Beneficiary(ies) in a single sum payment; or
- distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraph 4.02(B)(2) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – PROVISIONS GOVERNING BOTH TRADITIONAL AND ROTH IRAS

5.01 Premium Payments

- A. Excess Premium.** Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.
- B. Contract Requirements.** If Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be _____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future Premiums or terminate the contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

- 5.02 Reporting:** The IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under the Code and related Regulations including Code sections 408(i) and 408A(d)(3)(D) (pertaining to Roth IRAs), Regulations sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

- 5.03 Amendments:** Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the IRA Owner. The IRA Owner will be deemed to have consented to any other amendment unless the IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the IRA Owner.
- 5.04 Responsibility of the Parties:** The Issuer shall not be responsible for any penalties, taxes, judgments or expenses incurred by the IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.



Jolene K. Edgington

President

Centurion Life Insurance Company

| | | | |
|---------------------------------|---|-------------------------------|--------------------------------|
| <i>SERFF Tracking Number:</i> | <i>WELL-126424666</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Centurion Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>44379</i> |
| <i>Company Tracking Number:</i> | <i>AR-09-CLI-213</i> | | |
| <i>TOI:</i> | <i>A021 Individual Annuities- Deferred Non-Variable</i> | <i>Sub-TOI:</i> | <i>A021.003 Single Premium</i> |
| <i>Product Name:</i> | <i>Single Premium Deferred Annuity</i> | | |
| <i>Project Name/Number:</i> | <i>Form Filing/AR-09-CLI-213</i> | | |

Supporting Document Schedules

| | | |
|--|---------------------|---------------|
| | Item Status: | Status |
| | | Date: |

Satisfied - Item: Flesch Certification

Comments:

Attached is Compliance Certification 19s10B.

The Flesch Certification form is not applicable Form 1371 has been updated pursuant to IRS regulations. Because language in the endorsement is consistent with prescribed language published by the Internal Revenue Service, state readability requirements and form language checklists do not apply.

The Consumer Information Notice, form REQ001-AR 10-2004, was approved by your department on 7/5/2005 under SERFF tracking number USPH-6CYQ9U686.

Attachment:

Certification 19s10B.pdf

| | | |
|--|---------------------|---------------|
| | Item Status: | Status |
| | | Date: |

Satisfied - Item: Application

Comments:

The attached Fixed Annuity Application (598 10/09) was approved by your department on 12/7/2009 under SERFF state tracking number 43907.

Attachment:

Application 598 1009.pdf

Centurion Life Insurance Company

800 Walnut Street

Des Moines, Iowa 50309-3636

I certify that this submission meets the requirements of Arkansas Insurance Regulations: Rule and Regulation 19s 10B as well as the applicable requirements of the Arkansas Insurance Department.

Date: December 17th, 2009

Mike Gooding, Insurance Compliance Specialist

Centurion Life Insurance Company

Fixed Annuity Application

Complete this application, and return the original to Centurion at the following address:

Centurion Life Insurance Company
MAC: F4030-05C
800 Walnut Street
Des Moines, IA 50309

Retain one copy in customer file and one copy in agent file.

Fixed Annuity Application

Centurion®

Centurion Life Insurance Company
800 Walnut Street • Des Moines, IA 50309

Section 1 - Annuitant

Name _____ Birthday (MM/DD/YYYY) _____
Street Address _____
City _____ State _____ Zip Code _____ Telephone # _____
Sex _____ SSN/TIN _____
Marital Status (select one): ☐ Married ☐ Single ☐ Widow/Widower
Citizenship: ☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Country of Citizenship (if not a U.S. Citizen) _____

Section 2(a) - Owner (if not annuitant)

Name _____ Birthday (MM/DD/YYYY) _____
Street Address _____
City _____ State _____ Zip Code _____ Telephone # _____
Sex _____ SSN/TIN _____ Relationship to Annuitant _____
Marital Status (select one): ☐ Married ☐ Single ☐ Widow/Widower
Citizenship: ☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Country of Citizenship (if not a U.S. Citizen) _____

Section 2(b) - Joint Owner (if any)

Name _____ Birthday (MM/DD/YYYY) _____
Street Address _____
City _____ State _____ Zip Code _____ Telephone # _____
Sex _____ SSN/TIN _____ Relationship to Annuitant _____
Marital Status (select one): ☐ Married ☐ Single ☐ Widow/Widower
Citizenship: ☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Country of Citizenship (if not a U.S. Citizen) _____

Section 3 - Beneficiary(s)

Primary Beneficiary

Name _____ Birthday (MM/DD/YYYY) _____
Street Address _____ Percentage _____ %
City _____ State _____ Zip Code _____ Telephone # _____
Sex _____ SSN/TIN _____ Relationship to Annuitant _____

☐ Primary Beneficiary ☐ Contingent Beneficiary

Name _____ Birthday (MM/DD/YYYY) _____
Street Address _____ Percentage _____ %
City _____ State _____ Zip Code _____ Telephone # _____
Sex _____ SSN/TIN _____ Relationship to Annuitant _____

☐ Primary Beneficiary ☐ Contingent Beneficiary

Name _____ Birthday (MM/DD/YYYY) _____
Street Address _____ Percentage _____ %
City _____ State _____ Zip Code _____ Telephone # _____
Sex _____ SSN/TIN _____ Relationship to Annuitant _____

Please attach a separate page if you need to list additional beneficiaries. All attached documents must be signed and dated by the applicant.

Section 4 - Plan

Select one product: ☐ Classic 3 ☐ Classic 5

Type of Annuity/Plan Type for New Contract:

Non-Qualified: ☐ Non-Qualified - New Money

☐ Non-Qualified - 1035 Exchange (like to like transfer)

☐ Internal Exchange-Contract Number _____

Qualified: ☐ Traditional IRA contribution for Tax Year _____

☐ Roth IRA contribution for Tax Year _____

☐ Traditional IRA transfer

☐ Roth IRA transfer

☐ Traditional IRA rollover to Roth IRA

☐ Roth IRA rollover from Qualified Plan

☐ IRA rollover from qualified plan _____
(plan name)

If applicable, has the required minimum distribution for the current tax year been met?

☐ Yes

☐ No

Section 5 - Premium Payments

Premium Submitted with Application \$ _____

Anticipated Value of 1035 Exchange/Transfer/Rollover \$ _____

Section 6 - State Fraud Notices

These notices only apply in certain states. Please read them carefully to see if any apply in your state.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana and New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines, criminal penalties, or confinement in prison.

Maryland: ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal or civil penalties.

Tennessee, Virginia, and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Arkansas, Texas and West Virginia: FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Section 7 - Existing Coverage/Replacement

Do you currently have any existing individual life insurance policies or annuity contracts? ☐ Yes ☐ No

Will this contract replace any life insurance policy or annuity contract in this or any other company? ☐ Yes ☐ No

If either or both of the questions in this section are answered "Yes", please complete and return with this form a copy of any applicable state replacement form(s).

Special Requests

Signatures

The Owner agrees to the following: (1) The answers in this application are true to the best of my knowledge and belief. (2) The effective date of this Contract will be the date the full initial premium is received at the home office. (3) No agent or person other than the officers named in the Contract has the authority to change or modify this Contract or waive any of its provisions.

PAYMENTS MUST BE MADE PAYABLE TO CENTURION LIFE INSURANCE COMPANY. DO NOT MAKE ANY CHECK PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK. DO NOT PAY IN CASH.

Signed at (City, State): _____ Date: _____

Signature of Annuitant: _____

Signature of Owner (if other than annuitant): _____

Signature of Joint Owner (if any): _____

Agent's Replacement Question:

Will this annuity replace or change another insurance policy or annuity? ☐ Yes ☐ No

By signing below, I certify that I have truly and accurately recorded on this application the information provided by the applicant. I certify that only company approved sales materials were used and that copies of such materials were (1.) left with the Proposed Owner and (2.) retained in my files. I certify that the required disclosure material has been presented to the applicant.

Agent's Signature: _____

Agent's Name (print): _____ Telephone #: _____

Agent's Centurion Number: _____ Agent's License Number: _____